

**WHEN RECORDED RETURN TO:**

Amy S. Beattie  
6701 Westown Parkway  
West Des Moines, IA 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450  
SPACE ABOVE THIS LINE FOR RECORDER

**Sign Agreement**

Whereas, Heartland Assembly of God Church, (hereinafter "Heartland Church") has requested permission to place a sign in a portion of the City of Ankeny's (hereinafter the "City") public utility easement, more particularly described as follows:

LOT 1 HEARTLAND ASSEMBLY OF GOD PLAT 1, BEING AN OFFICIAL  
PLAT IN THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 2,  
TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> P.M., CITY OF  
ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

THE NORTH 10 FEET OF THE SOUTH 17 FEET OF LOT 1 IN  
HEARTLAND ASSEMBLY OF GOD PLAT 1.

and;

Whereas, the City is agreeable to allowing Heartland Church to place its sign in a portion of the Public Utility Easement under the terms and conditions stated herein.

Now, therefore, it is hereby agreed as follows:

1. The City agrees to allow Heartland Church to place its sign along NW 36<sup>th</sup> Street in a portion of the City's Public Utility Easement. Said sign shall otherwise comply with all agreements, ordinances and laws.

2. Heartland Church, and/or Heartland Church's successor-in-interest, agrees to remove the sign, at no cost to the City, within 14 days of the City's request for said removal, to allow utility work within the public utility easement. If Heartland Church, and/or Heartland Church's successor-in-interest, fails to remove said sign within the 14 days of the City's request then the City shall have the right to remove said sign at Heartland Church, and/or Heartland Church's successor-in-interest, cost. In the event of a need for an emergency repair, the City shall have the right to remove said sign and bill the cost to Heartland Church and/or Heartland

Church's successor-in-interest and Heartland Church and/or Heartland Church's successor-in-interest agrees to pay such cost.

3. The City agrees that in the event the sign is removed, and if at the time the sign is removed it is a legal nonconforming use, Heartland Church shall have the right to rebuild the same sign that was removed in the same or a comparable location, at Heartland Church's expense.

4. Heartland Church agrees to protect and indemnify and hold harmless the City from and against any and all losses, costs, damages and expenses occasioned by, or arising out of Heartland Church's use of the City's Public Utility Easement or the removal or rebuilding of its sign.

In Witness Whereof, the City of Ankeny has caused this Agreement to be duly executed in its name and on behalf by its Mayor and its seal to be hereunto duly fixed and attested by its City Clerk. Heartland Church has caused this Agreement to be executed by its authorized representative.

Dated this 12 day of January, 2010.

**City of Ankeny, Iowa**

By: \_\_\_\_\_  
Steven D. Van Oort, Mayor

**Heartland Assembly of God Church**

By: \_\_\_\_\_  
John Limmex, Director

Attest:

By: \_\_\_\_\_  
Pamela DeMouth, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **STEVEN D. VAN OORT** and **PAMELA DeMOUTH**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the \_\_\_\_ day of \_\_\_\_\_, 2010, and the said **STEVEN D. VAN OORT** and **PAMELA DeMOUTH** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On the 12<sup>th</sup> day of JANUARY, 2010, before me, the undersigned, a Notary Public in and for the said State, personally appeared JOHN LIMMEX, to me personally known, who being by me duly sworn, did say that he/she is the DIRECTOR of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that JOHN LIMMEX as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

